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**THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

PYROTEK INCORPORATED,) No.

Plaintiff,

VS.

COMPLAINT

CENTRAL NATIONAL INSURANCE)
COMPANY OF OMAHA, ST. PAUL) **-and-**

FIRE AND MARINE INSURANCE

COMPANY, THE TRAVELERS

INDEMNITY COMPANY,

TRAVELERS CASUALTY AND

SURETY COMPANY, GENERAL

INSURANCE COMPANY OF

AMERICA, FEDERAL INSURANCE

COMPANY, and PACIFIC

INDEMNITY INSURANCE

COMPANY,

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL - 1

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1 This is a Complaint for breach of an insurance contract, breach of the
2 common law duty of good faith, violations of the Consumer Protection Act, and
3 requests for declaratory relief by Plaintiff Pyrotek Incorporated (“Pyrotek”) against
4 its insurers Central National Insurance Company of Omaha (“Central National”);
5 St. Paul Fire and Marine Insurance Company (“St. Paul”); The Travelers
6 Indemnity Company (“Travelers Indemnity”); Travelers Casualty and Surety
7 Company (“Travelers Casualty”) (St. Paul, Travelers Indemnity, and Travelers
8 Casualty are collectively referred to as “the Travelers Defendants”); General
9 Insurance Company of America (“General Insurance”); Federal Insurance
10 Company (“Federal Insurance”); and Pacific Indemnity Insurance Company
11 (“Pacific Indemnity”) (collectively “Defendants”).

12 Pyrotek seeks compensatory damages arising out of Defendants’ failure and
13 refusal to provide a defense without a reservation of rights and failure to provide
14 coverage for the settlement reached in a Pennsylvania civil action titled *Iris S.*
15 *Burton, Executrix of the Estate of Archie L. Burton, Deceased, and Iris S. Burton,*
16 *in her own right v. Allied Glove Corporation, Ford Motor Company, Gentex*
17 *Corporation, Honeywell International, Inc., f/k/a Allied Signal, Inc., as successor-*
18 *in-interest to the Bendix Corporation, Mine Safety Appliance Company, Pneumo*
19 *Abex, LLC, successor-in-interest to Abex Corporation, Pyrotek, Inc., Safety First*

1 *Industries, Inc., also known as Safety First Supply of Canada, Ltd., successor-in-*
2 *interest to Safety First Supply, Inc., Case No. 15-009186 (Pa. Ct. of Common*
3 *Pleas) (“the Burton action”), plus pre- and post-judgment interest. Pyrotek also*
4 *seeks a declaratory judgment that Defendants are required to indemnify Pyrotek for*
5 *the costs of defense and the costs of settlement incurred on behalf of Pyrotek for*
6 *the Burton action.*

9 **PARTIES, JURISDICTION, AND VENUE**

10 1.

11
12 Pyrotek is a Washington corporation and has its principal place of business
13 at 705 West 1st Avenue, Spokane, Washington, 99201.

14 2.

15
16 Upon information and belief, Central National is a Nebraska corporation
17 with its principal place of business in Omaha, Nebraska.

18 3.

19
20 Upon information and belief, St. Paul, as successor in interest to USF&G
21 Insurance Company, is a Connecticut corporation with its principal place of
22 business in Hartford, Connecticut.

1 4.

2 Upon information and belief, Travelers Indemnity is a Connecticut
3 corporation with its principal place of business in Hartford, Connecticut.
4

5 5.

6 Upon information and belief, Travelers Casualty is a Connecticut
7 corporation with its principal place of business in Hartford, Connecticut.
8

9 6.

10 Upon information and belief, General Insurance is a New Hampshire
11 corporation with its principal place of business in Boston, Massachusetts.
12

13 7.

14 Upon information and belief, Federal Insurance is an Indiana corporation
15 with its principal place of business in Warren, New Jersey.
16

17 8.

18 Upon information and belief, Pacific Indemnity is a Wisconsin corporation
19 with its principal place of business in Warren, New Jersey.
20

21 9.

22 The Court has diversity jurisdiction of this action because Plaintiff Pyrotek
23 is domiciled and has its principal place of business in Spokane, Washington. All
24 of the Defendants in this action are citizens of different states (not Washington),
25
26

1 and the amount in controversy exceeds \$75,000 exclusive of attorney's fees and
2 interest.

3
4 10.

5 Each of the Defendants regularly transacts business in Washington and
6 issued and delivered their respective insurance policies to Pyrotek at its
7 headquarters in Spokane, Washington, within the Eastern District of Washington.
8 Therefore, the United States District Court, Eastern District of Washington has
9 personal jurisdiction over each Defendant, and venue is proper in the United States
10 District Court, Eastern District of Washington.
11

12
13 **FACTUAL BACKGROUND**

14 **THE CENTRAL NATIONAL POLICY**

15 11.

16 In 1976, Central National issued to Pyrotek an "Umbrella Liability Policy,"
17 Policy No. CNU12-36-14, which was effective February 20, 1976 to April 4, 1979
18 and provided a \$2,000,000 aggregate limit of coverage ("the Central National
19 Policy").
20
21

22 12.

23 The Central National Policy provides coverage for third-party claims of
24 liability against Pyrotek and requires that Central National provide a defense and
25
26

1 pay for all costs of defense and all costs of settlement (within the policy limits) of
2 the underlying claim.

3 **THE TRAVELERS DEFENDANTS' POLICIES**

4
5 13.

6 In 1976, Travelers Casualty's predecessor-in-interest, Aetna Insurance
7 Company ("Aetna"), issued to Pyrotek a "Commercial Package Policy," Policy No.
8 CPP396711, which was effective February 20, 1976 to February 20, 1979 and
9 provided an annual \$300,000 aggregate limit of comprehensive general liability
10 coverage ("the Travelers Casualty Policy").
11

12
13 14.

14 In 1977, St. Paul's predecessor-in-interest, United States Fidelity and
15 Guaranty Company ("USF&G"), issued to Pyrotek a "Master Insurance Policy,"
16 Policy No. 32656, which was effective April 4, 1977 to April 4, 1980 and provided
17 an annual \$300,000 aggregate limit of commercial general liability coverage ("the
18 1977 St. Paul Policy").
19

20
21 15.

22 In 1981, St. Paul's predecessor-in-interest, USF&G, issued to Pyrotek a
23 "Master Insurance Policy," Policy No. MP50753, which was effective beginning
24 April 4, 1981 and provided an annual \$500,000 aggregate limit of commercial
25 general liability coverage ("the 1981 St. Paul Policy").
26

16.

2 In 1982, upon information and belief, St. Paul's predecessor-in-interest,
3 USF&G, issued to Pyrotek a comprehensive liability policy, Policy No. MP55614,
4 which was effective beginning April 4, 1982 and provided an annual \$500,000
5 aggregate limit of commercial general liability coverage ("the first 1982 St. Paul
6 Policy").
7
8

17.

9 In 1982, upon information and belief, St. Paul's predecessor-in-interest,
10 USF&G, issued to Pyrotek a general liability policy, Policy No. MP55625, which
11 was effective from April 4, 1982 to April 4, 1983 and provided a \$500,000
12 aggregate limit of commercial general liability coverage ("the second 1982 St. Paul
13 Policy").
14
15
16

18.

17 In 1984, St. Paul's predecessor-in-interest, USF&G, issued to Pyrotek a
18 "Master Insurance Policy," Policy No. MP056596727, which was effective
19 beginning April 4, 1984 and provided an annual \$500,000 aggregate limit of
20 commercial general liability coverage ("the 1984 St. Paul Policy").
21
22
23
24
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19.

In 1985, St. Paul's predecessor-in-interest, USF&G, issued to Pyrotek a "Master Insurance Policy," Policy No. MP064081017, which was effective from April 4, 1985 to April 4, 1986 and provided an annual \$500,000 aggregate limit of commercial general liability coverage ("the 1985 St. Paul Policy").

20.

In 1986, St. Paul's predecessor-in-interest, USF&G, issued to Pyrotek a "Master Insurance Policy," Policy No. MP075290391, which was effective from April 4, 1986 to April 4, 1987 and provided a \$1,000,000 aggregate limit of commercial general liability coverage ("the 1986 St. Paul Policy").

21.

In 1986, St. Paul's predecessor-in-interest, USF&G, issued to Pyrotek a "Comprehensive Excess Policy," Policy No. CEP064912331, which was effective from April 4, 1986 to April 4, 1987 and provided a \$2,000,000 aggregate limit of coverage ("the 1986 St. Paul Excess Policy").

22.

In 1987, upon information and belief, St. Paul's predecessor-in-interest, USF&G, issued to Pyrotek a "Master Insurance Policy," Policy No. MP091679269, which was effective from April 4, 1987 to April 4, 1988 and

1 provided a \$1,000,000 aggregate limit of commercial general liability coverage
2 (“the 1987 St. Paul Policy”).
3

4 23.

5 In 1987, St. Paul’s predecessor-in-interest, USF&G, issued to Pyrotek a
6 “Comprehensive Excess Policy,” Policy No. CEP093714797, which was effective
7
8 from April 4, 1987 to April 4, 1988 and provided a \$2,000,000 aggregate limit of
9 coverage (“the 1987 St. Paul Excess Policy”).
10

11 24.

12 In 1988, St. Paul’s predecessor-in-interest, USF&G, issued to Pyrotek a
13 commercial general liability policy, Policy No. 1MP07742947300, which was
14 effective from April 4, 1988 to April 4, 1989 and provided a \$1,000,000 aggregate
15 limit of commercial general liability coverage (“the 1988 St. Paul Policy”).
16

17 25.

18 In 1988, St. Paul’s predecessor-in-interest, USF&G, issued to Pyrotek a
19 “Master Insurance Policy,” Policy No. 1MP078607694-01, which was effective
20
21 from April 4, 1988 to April 4, 1989 and provided a \$2,000,000 aggregate limit of
22 commercial umbrella liability coverage (“the 1988 St. Paul Excess Policy”).
23
24
25
26

1 26.

2 In 1989, St. Paul's predecessor-in-interest, USF&G, issued to Pyrotek a
3 "Master Insurance Policy," Policy No. 1MP07742947301, which was effective
4 from April 4, 1989 to April 4, 1990 and provided a \$2,000,000 aggregate limit of
5 commercial general liability coverage ("the 1989 St. Paul Policy").
6
7

8 27.

9 In 1991, St. Paul's predecessor-in-interest, USF&G, issued to Pyrotek a
10 "Master Insurance Policy," Policy No. 1MP30004906800, which was effective
11 from April 4, 1991 to April 4, 1992 and provided a \$2,000,000 aggregate limit of
12 coverage ("the 1991 St. Paul Policy").
13
14

15 28.

16 In 1992, St. Paul's predecessor-in-interest, USF&G, issued to Pyrotek a
17 "Master Insurance Policy," Policy No. 1MP30025560400, which was effective
18 from April 4, 1992 to April 4, 1993 and provided a \$2,000,000 aggregate limit of
19 commercial general liability coverage ("the 1992 St. Paul Policy").
20
21

22 29.

23 In 1993, St. Paul's predecessor-in-interest, USF&G, issued to Pyrotek a
24 "Master Insurance Policy," Policy No. 1MP30025560401, which was effective
25
26

1 from April 4, 1993 to April 4, 1994 and provided a \$2,000,000 aggregate limit of
2 commercial general liability coverage (“the 1993 St. Paul Policy”).
3

4 30.

5 In 1994, St. Paul’s predecessor-in-interest, USF&G, issued to Pyrotek a
6 “Master Insurance Policy,” Policy No. 1MP30025560402, which was effective
7
8 from April 4, 1994 to April 4, 1995 and provided a \$2,000,000 aggregate limit of
9 commercial general liability coverage (“the 1994 St. Paul Policy”).
10

11 31.

12 In 1995, St. Paul’s predecessor-in-interest, USF&G, issued to Pyrotek a
13 “Master Insurance Policy,” Policy No. 1MP30025560403, which was effective
14
15 from April 4, 1995 to April 4, 1996 and provided a \$2,000,000 aggregate limit of
16 commercial general liability coverage (“the 1995 St. Paul Policy”).
17

18 32.

19 In 1996, St. Paul’s predecessor-in-interest, USF&G, issued to Pyrotek a
20 “Master Insurance Policy,” Policy No. 1MP30025560404, which was effective
21
22 from April 4, 1996 to April 4, 1997 and provided a \$2,000,000 aggregate limit of
23 commercial general liability coverage (“the 1996 St. Paul Policy”).
24
25
26

1 33.

2 In 1997, St. Paul's predecessor-in-interest, USF&G, issued to Pyrotek a
3 "Master Insurance Policy," Policy No. 1MP30025560405, which was effective
4 from April 4, 1997 to April 4, 1998 and provided a \$2,000,000 aggregate limit of
5 commercial general liability coverage ("the 1997 St. Paul Policy").
6
7

8 34.

9 In 1998, St. Paul's predecessor-in-interest, USF&G, issued to Pyrotek a
10 "Master Insurance Policy," Policy No. 1MP30025560406, which was effective
11 from April 4, 1998 to April 4, 1999 and provided a \$2,000,000 aggregate limit of
12 commercial general liability coverage ("the 1998 St. Paul Policy").
13
14

15 35.

16 In 1999, St. Paul's predecessor-in-interest, Travelers Indemnity, issued to
17 Pyrotek a commercial general liability policy, Policy No. CKO1900837, which
18 was effective from April 4, 1999 to April 4, 2000 and provided a \$1,000,000
19 aggregate limit of commercial general liability coverage ("the 1999 St. Paul
20 Policy").
21
22

23 36.

24 The Travelers Defendants' Policies provide coverage for third-party claims
25 of liability against Pyrotek and require that the Travelers Defendants provide a
26

1 defense and pay for all costs of defense and all costs of settlement (within the
2 policy limits) of the underlying claim.

3
4 **THE GENERAL INSURANCE POLICY**

5 37.

6 In 1973, General Insurance issued to Pyrotek a “Commercial Policy,” Policy
7 No. CP 487489, which was effective February 20, 1973 to February 20, 1976 and
8 provided an annual \$1,000,000 aggregate limit of coverage (“the General
9 Insurance Policy”).
10

11 38.

12
13 The General Insurance Policy provides coverage for third-party claims of
14 liability against Pyrotek and requires that General Insurance provide a defense and
15 pay for all costs of defense and all costs of settlement (within the policy limits) of
16 the underlying claim.
17

18 **THE FEDERAL INSURANCE POLICY**

19 39.

20 In 1983, Federal Insurance issued Pyrotek a “Comprehensive Liability
21 Insurance Policy,” Policy No. MP35226348, which was effective April 4, 1983 to
22 April 4, 1984 and provided a \$500,000 aggregate limit of comprehensive liability
23 coverage (“the Federal Insurance Policy”).
24
25
26

1 40.

2 The Federal Insurance Policy provides coverage for third-party claims of
3 liability against Pyrotek and requires that Federal Insurance provide a defense and
4 pay for all costs of defense and all costs of settlement (within the policy limits) of
5 the underlying claim.
6

7
8 **THE 1995 FEDERAL INSURANCE POLICY**

9 41.

10 In 1995, Federal Insurance issued to Pyrotek an Umbrella Policy, Policy No.
11 9633160, which was effective April 4, 1995 to April 4, 1996 and provided a
12 \$2,000,000 aggregate limit of coverage (“the 1995 Federal Policy”).
13

14 42.

15 The 1995 Federal Policy provides coverage for third-party claims of liability
16 against Pyrotek and requires that Federal provide a defense and pay for all costs of
17 defense and all costs of settlement (within the policy limits) of the underlying
18 claim.
19

20
21 **THE BURTON ACTION**

22 43.

23 Pyrotek is a global supplier of commercial metal products such as aluminum
24 and steel. Pyrotek operates manufacturing plants and warehouses in a number of
25 states, including the State of Pennsylvania.
26

1 44.

2 The Plaintiff in the Burton action (“the Burton Plaintiff”) alleged in her
3 Complaint (“the Burton Complaint”) that Pyrotek “engaged in the distribution,
4 supply, sale, contracting, installation, removal and/or specification of asbestos-
5 containing products” to which the Burton Plaintiff’s decedent was exposed. The
6
7 Burton Plaintiff further alleged the exposure caused the Burton Plaintiff’s decedent
8 to contract mesothelioma. Based on those allegations, the Burton Plaintiff brought
9 causes of action for strict products liability, negligence, and loss of consortium
10
11 against Pyrotek.
12

13 45.

14 The Burton Plaintiff filed the Burton Complaint on May 22, 2015 and
15
16 effected service of process upon Pyrotek.

17 46.

18 Thereafter, Pyrotek filed its Answer to the Burton Complaint therein
19
20 denying all allegations of wrongdoing.

21 47.

22 Pyrotek timely notified Defendants of the Burton action.
23
24
25
26

1 48.

2 Defendants have each wrongfully denied coverage under their respective
3 policies for the Burton action by purporting to rely on inapplicable exclusions and
4 other provisions of the subject policies.
5

6 49.

7
8 Defendant General Insurance purported to defend Pyrotek in the Burton
9 action under a reservation of rights but has wrongfully failed to pay any defense
10 costs.
11

12 50.

13 Defendants Central National and Federal Insurance defended Pyrotek in the
14 Burton action under a reservation of rights but have failed to pay any defense costs.
15

16 51.

17 The Travelers Defendants wrongfully refused to defend or indemnify
18 Pyrotek in the Burton action.
19

20 52.

21 Penn National Insurance Company (“Penn”) defended Pyrotek in the Burton
22 action pursuant to the insurance agreement between Penn and Pyrotek, and the
23 Burton action was settled for a confidential amount at mediation on August 23,
24 2016.
25
26

1 53.

2 Pyrotek paid a confidential amount toward the total settlement.

3 54.

4
5 None of Defendants paid any amount toward the total settlement under the
6 subject policies described hereinabove.

7 55.

8
9 Pyrotek has complied with all conditions precedent under the respective
10 policies; such compliance has been waived or excused; or Defendants are estopped
11 from asserting such conditions as a defense.

12
13 **COUNT I - BREACH OF INSURANCE CONTRACT**

14 56.

15 The allegations in Paragraphs 1 through 55 above are hereby realleged in
16 their entirety and fully incorporated by reference.

17 57.

18
19 The Burton action asserted claims that fall within the scope of Defendants'
20 respective policies, thereby triggering Defendants' duty to pay all costs of
21 settlement incurred on behalf of Pyrotek for the Burton action.

58.

Defendants materially breached their obligations under their respective policies by failing and refusing to pay all costs of settlement incurred on behalf of Pyrotek for the Burton action.

59.

Pyrotek is entitled to recover all damages arising out of Defendants' breaches of their respective policies in an amount to be proven at trial, including but not limited to the confidential amount Pyrotek paid toward settlement of the Burton action.

WHEREFORE, Premises Considered, Pyrotek demands judgment against Defendants for compensatory damages, pre- and post-judgment interest, and litigation expenses, including reasonable attorneys' fees, and such further, other, or different relief to which Pyrotek may be entitled.

COUNT II - BREACH OF COMMON LAW DUTY OF GOOD FAITH

60.

The allegations in Paragraphs 1 through 59 above are hereby realleged in their entirety and fully incorporated by reference.

1 61.

2 Defendants each failed to uphold their obligation of good faith and fair
3
4 dealing with respect to Pyrotek's interests.

5 62.

6 Defendants each failed to make decisions regarding settlement and defense
7
8 of the Burton action as if no policy limit of liability existed and thus failed to give
9 equal consideration to Pyrotek's interests.

10 63.

11
12 Defendant General Insurance, purporting to defend Pyrotek in the Burton
13 action under a reservation of rights, failed to thoroughly investigate the cause of
14 the loss and the nature and severity of Pyrotek's injuries; failed to advise Pyrotek
15 of the reservation of rights and all developments relevant to the General Insurance
16 Policy; and failed to refrain from doing anything that demonstrated a greater
17 concern for General Insurance's monetary interest than for Pyrotek's financial risk
18 in the Burton action.
19

20 64.

21
22 Defendants Central National and Federal Insurance, defending Pyrotek in
23 the Burton action under a reservation of rights, failed to thoroughly investigate the
24 cause of the loss and the nature and severity of Pyrotek's injuries; failed to advise
25
26

1 Pyrotek of the reservation of rights and all developments relevant to their
2 respective policies and the progress of the lawsuit; and failed to refrain from doing
3 anything that demonstrated a greater concern for their respective monetary
4 interests than for Pyrotek's financial risk in the Burton action.
5

6 65.
7

8 The Burton action asserted claims that fall within the scope of Defendants'
9 respective policies, thereby triggering Defendants' duty to defend Pyrotek, pay all
10 costs of defense, and pay all costs of settlement incurred on behalf of Pyrotek for
11 the Burton action.
12

13 66.
14

15 Defendants breached their obligations under their respective policies by
16 failing and refusing to pay all costs of settlement incurred on behalf of Pyrotek for
17 the Burton action.
18

19 67.
20

21 Defendants General Insurance, Central National, Pacific Indemnity, and
22 Federal Insurance also breached their obligations under their respective policies by
23 failing and refusing to pay all of Pyrotek's costs of defense for the Burton action.
24
25
26

1 68.

2 The Travelers Defendants also breached their obligation under their
3
4 respective policies by failing and refusing to defend Pyrotek in the Burton action.

5 69.

6 Defendants' actions were unreasonable, frivolous, and unfounded.
7

8 70.

9 Defendants' actions breached their respective duties of good faith and fair
10 dealing to Pyrotek.
11

12 71.

13 Pyrotek suffered damages as a result of Defendants' breach of the duty of
14 good faith and fair dealing.
15

16 72.

17 Pyrotek is entitled to recover all damages arising out of Defendants' breach
18 of the duty of good faith in an amount to be proven at trial, including but not
19 limited to, the confidential amount Pyrotek paid toward settlement of the Burton
20 action.
21

22 WHEREFORE, Premises Considered, Pyrotek demands judgment against
23 Defendants for all damages allowable arising from the Defendants' bad faith, and
24
25
26

1 its litigation expenses, including reasonable attorneys' fees, and such further, other,
2 or different relief to which Pyrotek may be entitled.
3

4 **COUNT III – VIOLATION OF THE WASHINGTON CONSUMER**
5 **PROTECTION ACT**

6 73.

7 The allegations in Paragraphs 1 through 72 above are hereby realleged in
8 their entirety and fully incorporated by reference.
9

10 74.

11 Each Defendant is a person within the meaning and coverage of the
12 Washington Consumer Protection Act, RCW 19.86, et seq. ("CPA").
13

14 75.

15 The CPA prohibits "[u]nfair methods of competition and unfair or deceptive
16 acts or practices in the conduct of any trade or commerce." RCW 19.86.020.
17

18 76.

19 Each Defendant's breach of the duty of good faith constitutes a violation of
20 the CPA.
21

22 77.

23 Defendants' unfair or deceptive acts or practices occurred in the course of
24 trade or commerce.
25

1 78.

2 Defendants' unfair or deceptive acts or practices impacted the public
3 interest.
4

5 79.

6 Defendants' unfair or deceptive acts or practices directly and proximately
7 caused damage to Pyrotek's business.
8

9 80.

10 Pyrotek is entitled to recover from Defendants all damages allowed under
11 the CPA for Defendants' violations of the CPA.
12

13 WHEREFORE, Premises Considered, Pyrotek demands judgment against
14 Defendants for all damages allowable arising from the Defendants' violations of
15 the CPA, including treble damages pursuant to RCW 19.86.090 and its litigation
16 expenses, including reasonable attorneys' fees, and such further, other, or different
17 relief to which Pyrotek may be entitled.
18
19

20 **COUNT IV - DECLARATORY JUDGMENT**

21 81.

22 The allegations in Paragraphs 1 through 80 above are hereby realleged in
23 their entirety and fully incorporated by reference.
24
25
26

1 82.

2 Defendants' respective policies require Defendants to indemnify Pyrotek for
3 the costs of defense and the costs of settlement incurred on behalf of Pyrotek for
4 the Burton action.
5

6 83.

7
8 Defendants have each claimed they are not required to indemnify Pyrotek
9 for the costs of defense and the costs of settlement incurred on behalf of Pyrotek
10 for the Burton action.
11

12 84.

13 As such, an actual controversy has arisen and presently exists between
14 Pyrotek and Defendants.
15

16 85.

17 Pursuant to 28 U.S.C. § 2201, *et seq.*, Pyrotek requests a declaratory
18 judgment that Defendants are required to indemnify Pyrotek for the costs of
19 defense and the costs of settlement incurred on behalf of Pyrotek for the Burton
20 action.
21

22 WHEREFORE, Premises Considered, Pyrotek demands a declaratory
23 judgment as set forth above, and its litigation expenses, including reasonable
24
25
26

attorneys' fees, and such further, other, or different relief to which Pyrotek may be entitled.

PRAYER FOR RELIEF

WHEREFORE, Pyrotek respectfully prays that:

(a) Pyrotek be awarded damages for breach of contract against each Defendant in an amount sufficient to compensate it for all expenses and loss it has incurred in connection with the Burton action, including, without limitation, all investigation costs, costs of settlement, and pre- and post-judgment interest;

(b) Pyrotek be awarded damages for breach of the common law duty of good faith against each Defendant in an amount sufficient to compensate it for all expenses and loss it has incurred in connection with the Burton action, including, without limitation, all investigation costs, costs of settlement, and pre- and post-judgment interest;

(c) Pyrotek be awarded damages for violations of the Washington Consumer Protection Act against each Defendant in an amount sufficient to compensate it for all expenses and loss it has incurred in connection with the Burton action, including, without limitation, all investigation costs, costs of settlement, and pre- and post-judgment interest;

(d) The Court declare that Defendants are required to indemnify Pyrotek for the costs of defense and the costs of settlement incurred on behalf of Pyrotek for the Burton action;

(e) Pyrotek be awarded attorney fees, costs, interests and expenses as permitted by law;

(f) Pyrotek be awarded all damages allowed under the Consumer Protection Act for Defendants' violations of said Acts, including treble damages pursuant to RCW 19.86.090; and

(g) Pyrotek be awarded any further relief as the Court deems equitable and just.

JURY TRIAL DEMAND

Pyrotek hereby demands a trial by jury of all issues so triable.

Respectfully submitted, this 15th day of September, 2016.

RANDALL | DANSKIN, P.S.

By: /s/ Shamus T. O'Doherty

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